

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-139**

The City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

FUND DEVELOPMENT COORDINATOR
(FUND RAISING CONSULTANT)

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, June 2, 2004**, in the office of the Purchasing Agent, located at 440 South 8th Street, Suite 200 Lincoln, Nebraska, 68508. Proposals will be publicly opened reading only the names of those submitting not their proposed fees.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL
SPECIFICATION NO. 04-139**

OPENING TIME: 12:00 NOON
DATE: Wednesday, June 2, 2004

The undersigned signatory, having full knowledge of the requirements of the City of Lincoln for the below listed item/s and the contract documents (which include Request for Proposal, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City for the below listed item/s for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**THE REQUIREMENTS FOR:
FUND DEVELOPMENT COORDINATOR SERVICES
(FUND RAISING CONSULTANT)**

Consultant shall list compensation requirements below:

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

**RETURN 6 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:**

**SEALED PROPOSAL FOR FUND DEVELOPMENT COORDINATOR
SPECIFICATION 04-139**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

**PROPOSAL
FOR
FUND DEVELOPMENT COORDINATOR SERVICES
(FUND RAISING CONSULTANT)**

1. **GENERAL NOTICE**

- 1.1 The City of Lincoln, desires to obtain a fund development coordinator to provide fund raising services for the City of Lincoln and primarily with the Parks and Recreation Department.
- 1.2 Sealed proposals for these services will be received by the City of Lincoln, Purchasing on or before 12:00 noon, Wednesday, June 2, 2004 in the office of the Purchasing Agent, at 440 South 8th Street, Suite 200, Lincoln, NE 68508.
 - 1.2.1 The City will read only the names of the firms or individuals submitting proposals, not the fees.
- 1.3 Firms or individuals submitting proposals should take caution if U.S. mail or mail delivery services are used for the submission of proposal.
 - 1.3.1 Mailing should be made in sufficient time for proposals to arrive in Purchasing prior to the time and date specified above.
- 1.4 All questions in regard to this RFP are to be directed in writing to the City's Purchasing Agent listed below:

Vince Mejer, City Purchasing Agent
440 South 8th Street, Suite 200
Lincoln, Nebraska
vmejer@lincoln.ne.gov
402/441-6513 (fax)
- 1.5 All other questions should be addressed to the Project Manager with a cc to the Purchasing Agent:

Lynn Johnson
Director, Parks and Recreation
2740 A Street
Lincoln, NE 68502
ljohnson@lincoln.ne.gov
402/441-8706
- 1.6 Proposals received after the established date and time will be rejected.

2. **INTENT**

- 2.1 The City of Lincoln seeks an experienced, qualified fund development coordinator, consultant/advisor to provide fund raising consultation and advisory services to the City.
- 2.2 The City is currently seeking proposals from firms or individuals located in Lincoln which have been actively providing services to public institutions within the state.
- 2.3 The City will select one fund development coordinator consultant to serve the City and Parks and Recreation Department, and their staff for a period through 2007.
- 2.4 The agreement will contain a clause which will allow for cancellation within 60 days by either party upon appropriate notice.

3. **SCOPE OF SERVICES**

- 3.1 The services which the City believes may be required includes, but may not be limited to, the following fund development services:
 - 3.1.1 Feasibility Studies
 - 3.1.2 Assisting in the review of available and possible projected revenue sources.
 - 3.1.3 The development of a management program, recommending the most appropriate source or combination of sources to pay for the Parks and Recreation programs.

- 3.1.4 Attending meetings, if appropriate or advisable, as indicated by the Parks and Recreations Director.
- 3.1.5 Conceptualization of fund raising approaches and strategies
- 3.1.6 Solicitation of potential donors
- 3.1.7 Comparing and evaluating possible or potential methods of additional fund raising activities
- 3.1.8 Coordination of tracking donations
- 3.1.9 Research and preparation of grant applications to State funding sources including but not limited to Nebraska Environmental Trust and Land and Water Conservation funds
- 3.1.10 Assist the City in training it's staff and volunteers in the area of fund raising activities.
- 3.1.11 Work with individuals and organizations expressing interest in making donations for facility development and program delivery.

4. **GENERAL AND SPECIFIC INFORMATION REQUIRED**

- 4.1 All statements of qualifications should contain at least the following general and specific information:
 - 4.1.1 A brief general history of the firm or individual demonstrating integrity, capability and experience.
 - 4.1.2 In the case of joint ventures, an organizational outline of each member's proposed assignment and duties.
 - 4.1.3 A listing of other issues that your firm or team has assisted in marketing, either as a fund raiser/advisor, or as a senior manager in the past three years, and which are comparable in size and scope.
 - 4.1.4 Provide a description of your firm's Nebraska experience over the last three years with fund raising issues of the size and types utilized by the City.
 - 4.1.5 Discuss your ability to provide the services required.
 - 4.1.6 Please describe your vision of how you could effectively perform the services being requested by the City.
 - 4.1.7 Please briefly describe a fund raising feasibility study you have been involved with.
 - 4.1.8 Please describe a fund raising effort you developed and implemented for a small project or program less than \$100,000.
 - 4.1.9 Please describe a fund raising effort you have been involved in developing and implementing for a large project or program greater than \$100,000.
 - 4.1.9.1 What was your role in the effort?
 - 4.1.10 Please describe a successful grant application that you prepared involving a number of partners.
 - 4.1.11 Please provide a listing of previous significant fund-raising efforts that you have been involved with, including a brief description of the purpose of the effort, the fund raising goal, and the amount of funds received.
 - 4.1.12 Please provide a listing of any special marketing approaches, or additional services that your firm would propose to offer.
 - 4.1.13 Please describe your availability for the services being requested, and provide and proposed fee schedule.
 - 4.1.14 Please provide the names and telephone numbers of three individuals who are familiar with your experience and activities in fund development.
 - 4.1.15 The amount of total compensation you would require to provide the requested services calculated on a per diem, or such other basis you wish to propose.
 - 4.1.15.1 Details relating to routine expenses must be included in the proposal.
- 4.2 A listing of the specific individuals who would be assigned to this project, their qualifications, experience, present workload, and availability to provide the services.
- 4.3 Proposals will be reviewed by a selection committee, and presentations will be scheduled with the individuals associated with the top three proposals.
- 4.4 Selection will be based upon prior fund development experience, evidence of the ability to prepare successful grant applications.

5. **QUALIFICATIONS**

- 5.1 Documented success in grant writing including but not limited to identifying grant opportunities, the preparation of grant documents and being awarded grant money.
- 5.2 Documented experience in organizing and leading successful capital campaigns
- 5.3 Documented leadership role in community fund raising activities.
- 5.4 Knowledge of laws relating to estate planning, insurance, securities and tax policy.
- 5.5 Ability to make oral presentations to civic groups and other audiences.
- 5.6 Ability to prepare printed materials used in fund raising.
- 5.7 Ability to work a non-traditional and flexible work schedule including weekends and evenings.

6. **OTHER GENERAL INFORMATION**

- 6.1 The City reserves the right to accept or reject any or all proposals.
- 6.2 All submissions will be final and may not be changed once received.
- 6.3 The City reserves the right to select the firm or team most responsive to this Request for Proposal, or which it otherwise concludes will do the best, most cost effective job for them.
- 6.4 The City reserves the right to negotiate fees and services submitted.

7. **AWARD OF CONTRACT**

- 7.1 A Contract may be negotiated with the contractor whose proposal is determined to be most responsive to the City needs and most advantageous.
- 7.2 Award of a contract may be made without discussion after proposals are received.
 - 7.2.1 Proposals should, therefore, be submitted initially in the most favorable terms, from both price and technical perspectives.
- 7.3 The City each reserves the right to reject any or all proposals and to award the contract in whole or in part.

8. **PACKAGING**

- 8.1 Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time.
- 8.2 The proposal shall be firmly wrapped and securely sealed, addressed to the Purchasing Agent as in Legal notice and section 1.4 above, and clearly marked "**PROPOSAL FOR FUND DEVELOPMENT COORDINATOR RFP 04-139.**"
- 8.3 The City will not be responsible for premature opening of proposals not properly labeled.

9. **DULY AUTHORIZED SIGNATURE**

- 9.1 The proposal must contain the signature of a duly authorized officer or agent of the Respondent's organization, empowered with the right to bind the Respondent.
- 9.2 The Respondent must also provide evidence of the authority of the officer or agent to bind the Respondent.

10. **RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS**

- 10.1 The City is not liable for any cost incurred by Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.
- 10.2 The City is also not responsible to any successful bidder for any costs associated with the preparation of a proposal or the negotiation of a Professional Services Agreement.

11. **PROPOSALS BINDING**

- 11.1 Respondents are advised that proposals shall be binding upon the Respondent for ninety (90) calendar days from the proposal due date.
- 11.2 A respondent may withdraw or modify its proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.
- 11.3 All material provided to the City during the RFP process and contract negotiation and administration should be expected to be used without restriction by the City in the future.
- 11.4 In the event that a proposal is rejected, the City reserves the right to use any of the concepts or ideas contained in the proposal without incurring any liability.

12. **NOTIFICATION**

- 12.1 Each respondent submitting a proposal in response to this RFP will be notified in writing as to the acceptance or rejection of its proposal.
- 12.2 The City expects to release such letters within ninety (90) days of the proposal submission date.
- 12.3 The City may delay this action if it is deemed to be in the best interests of the City.

13. **EVALUATION PROCESS**

- 13.1 The evaluation team will use all facts, information, and data available to finalize its evaluation.
- 13.2 On the basis of the technical and cost response to this RFP and subsequent evaluation activities, the selection team will look to select one (1) firm or individual to provide the required services of this RFP.
- 13.3 The City reserves the right to reject any and all proposals.
- 13.4 Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the proposal.
- 13.5 The evaluation team's sole objective will be to recommend the award of a contract to the Respondent whose proposal is most responsive to the City needs and most advantageous to the City considering cost as well as other factors based on evaluation criteria described below.
- 13.6 Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted.
- 13.7 The following criteria will be used to evaluate the proposals:
 - 13.7.1 Ability to Undertake the Scope of Services
 - 13.7.2 Financial Status of the Respondent
 - 13.7.3 Level of Experience and Credentials of the Project Team or individual.
 - 13.7.4 Experience with seeking funding for Governmental entities and their respective projects and programs
 - 13.7.5 Fees, Estimated Expenses and Timeliness
 - 13.7.6 Creativity
 - 13.7.7 Oral Presentations (if required) will be on June 10, 2004 at the City Purchasing office.

14. **SPECIAL CONDITIONS**

- 14.1 The contract will require terms and conditions including but not limited to performance of services entirely at the bidders risk, nondiscrimination in employment, and indemnification to the City from all claims, demands, and actions, arising from the individual bidders actions, errors, or omissions.
- 14.2 In case of any lawsuits, the laws of the State of Nebraska shall apply.
- 14.3 Proof of General Liability (naming the City as additional insured) and Professional Liability Insurance in the amount of \$1,000,000 each will be required, as well as Workers Compensation insurance.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.